

PENDLETON COUNTY FISCAL COURT
September Term, September 14th, 2010

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Alan Whaley, Stacey Wells

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Fogle, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include Item 12A Closed session under KRS 61.810(1)(f) to discuss a personnel issue. Whereupon Squire Fogle made a motion to accept the agenda as amended, seconded by Squire Wells, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the August 24th, 2010 regular scheduled meeting, whereupon Squire Veirs made a motion, seconded by Squire Whaley that the minutes be approved as presented, Squire Wells ask that the following phrase be added to page 260, the last paragraph under Re-issue a call for RFQ's associated with the Northern Pendleton Regional Sewer Project: To include the City of Butler, with this change the minutes where approved as presented.

In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented a written report for the month of August to the court. This report was presented for review, final determination to be made at the next regular scheduled Fiscal Court meeting.

In Re: Sheriff's 2009 Property Tax Settlement

Sheriff Peoples presented the court with a copy of the audit report concerning his tax account. The county owes the Sheriff \$223.13 which he overpaid to the county in property taxes collected. Squire Fogle made a motion to approve the tax settlement as presented, seconded by Squire Whaley, motion carried.



**PENDLETON COUNTY SHERIFF'S
OFFICE**
202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040
Office (859) 654-4511 Fax (859) 654-5974
Dispatch Center (859) 654-3300
www.sheriff.pendletoncounty.ky.gov



Charles Wm. "Crnig" Peoples, *Sheriff* Paul Vater, *Chief Deputy*

August 31, 2010

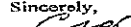
Pendleton County Fiscal Court
Henry Bertram, Judge/Executive
Main St.
Falmouth, Kentucky 41040

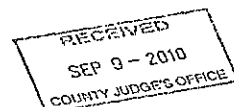
Re: 2009 Tax Settlement

Vicky,

Per the Audit performed by the state auditors office of the 2009 Property Tax Collections the County owes the Pendleton County Sheriff's Office 2009 Tax Account in the amount of \$ 223.13, which was overpaid to the County. Please remit these funds upon approval of the Fiscal Court.

Sincerely,


Charles William Peoples, Sheriff
Pendleton County Sheriff's Office



**Pendleton County
Charles Peoples, Sheriff
K&K Conference
Sheriff's Settlement - 2009 Taxes
For the period April 10, 2009 through April 15, 2010**

Date: August 26, 2010
Auditors Present: Michael Greenwell, Auditor
Auditors Present: Charles Peoples, Sheriff
Location: Sheriff's Office

We appreciate the courtesy extended to our audit staff. During the course of our audit we have developed the following comments and recommendations for your review. Please enter your response and initial the space provided.
The Sheriff has 10 days to respond. Written responses need to be received by the auditor no later September 9, 2010 than in order to be included in the audit report. Responses will be included as written by the Sheriff, without any editing by the Auditor of Public Accounts.

1. The Sheriff Should Settle The Tax Account

The Sheriff should settle the tax account. The Sheriff's tax account is due \$319 from the state, \$223 from the County, owes the School \$1582, due \$15 from the Library, owes \$126 to Northern Pendleton Fire, is due \$126 from the Kenton County Fire Department. The Sheriff's tax account owes the tax account \$869 in overpayments of commission. The Sheriff is due \$12 from the School for overpaying commissions, and the Sheriff is due \$143 from the School for overpayment of interest. Once these amounts are collected and disbursed, there will be a balance of \$174 in the tax account. This amount should be paid over to the fee account to close out this account. (R-01,C-07)

Initials: *CP* Response or Additional Information: *Allie discussed w/ auditor as of 8/20 in which he stated Mike was able to go back and adjust audit to proper figures. Mike was very open in listening to my concerns and he agreed to adjust what is appropriate.*

SOI: Referred Audit Documentation

**Pendleton County
Charles Peoples, Sheriff
Sheriff's Settlement - 2009 Taxes
For the period April 10, 2009
Through April 15, 2010**

		Dist. 1:	Dist. 2:	Dist. 4:	Dist. 10:	Dist. 11:	Dist. 12:	Dist. 13:	Dist. 14:	Dist. 21:	Dist. 22:	Total	Total
		State	County	School	Library	Health	Ext. Service	Soil Cons.	Mental Health	NFPD	KCFD	Special Districts	Total
Real Estate (101 State; Full Local)	R-03C	\$ 645,091.25	\$ 816,968.39	\$ 2,809,451.20	\$ 246,932.15	\$ 239,691.27	\$ 216,315.69	\$ 13,181.05	\$ 115,956.55	\$ 342,773.35	\$ 9,099.17	\$ 1,200,749.81	\$ 5,570,253.51
Real Estate (101 State Only)	R-03C												\$ 0.00
Tangible (45 State; Full Local)	R-03C	111,739.85	38,756.41	137,067.30	33,124.50	13,657.07	17,555.54		6,201.25	24,333.78	7.74	55,688.49	\$ 283,651.85
Tangible (45 State Only)	R-03C	2,672.89											\$ 2,672.89
Tangible (45 State; Full Local)	R-03C	96,023.56										15,247.69	\$ 4,496.44
Tangible (45 State Only)	R-03C	4,698.44							1,350.55				\$ 1.95
Tangible (45 State; Full Local)	R-03C	2,701.11	8,427.64	29,520.23	7,206.55	2,971.22	3,818.37					7,347.19	\$ 5,641.82
Tangible (45 State Only)	R-03C	1.55											\$ 0.04
Tangible (45 State; Full Local)	R-03C	86.94	883.40	1,125.89	155.41	311.46	138.74		141.57				\$ 0.00
Fire Protection	R-03C												\$ 0.00
Competition Property Taxes	R-03C	852,773.59	865,011.86	3,079,463.63	410,839.22	386,831.12	297,243.74	63,249.00	123,655.43	167,786.73	9,105.91	1,312,933.18	\$ 5,120,169.56
Adjusted to Official Receipt	R-03C	(24.97)	(0.99)	(47.23)	(6.61)	6.19	(4.24)	3.04	2.39	0.45	0.60	1.22	\$ (71.97)
Total Per Sheriff's Official Receipt	R-01	852,748.62	865,010.87	3,079,416.40	410,832.61	386,837.31	297,239.50	63,252.07	123,657.82	167,787.18	9,106.51	1,312,934.40	\$ 5,120,097.59
Other Taxes and Charges	R-05	95.97	123.07	638.29	55.58	41.67	31.76	9.53	17.47	50.55	0.00	208.56	\$ 866.79
Increased Through Extensions	R-04A or R-04C	13,979.26	262,041.28	18,505.71	26,089.24	21,219.24	912.31	11,639.75	8,975.42	1,678.45	159,800.12	475,071.15	\$ 9
Current Year Franchise - Billed	R-04B or R-04C												\$ 0.00
Current Year Franchise - Unbilled	R-04B or R-04C	9,404.27	31,894.84	4,591.91	3,357.57	2,681.37	397.24	1,497.10	404.03	443.70	13,638.07	55,138.18	\$ 0.00
Prior Year Franchise - Billed	R-04B or R-04C												\$ 0.00
Prior Year Franchise - Unbilled	R-04B or R-04C												\$ 0.00
Disabled Spills Taxes	R-13	46.80	57.25	208.07	22.58	28.80	13.59	4.55	7.89			8,238.72	\$ 373.72
Additional Billings-Omitted Taxes	R-07												\$ 0.00
Oil/Gas Property Taxes	R-10	5,078.72	4,875.15	16,492.42	2,110.45	1,658.20	1,201.07	361.83	663.28	2,229.82			\$ 26,928.25
Licenses, Sundry and Material Revenues	R-11		26,533.15										\$ 0.00
Bank Branches	R-12												\$ 0.00
The does not carry forward to the 5% Franchise	R-06	4,110.79	5,227.95	18,604.70	2,571.19	1,835.07	1,552.25	402.82	747.40	815.69	169.27	7,738.60	\$ 25,663.12
Does not carry forward to the 5% Franchise	R-06	4,110.79	5,227.95	18,604.70	2,571.19	1,835.07	1,552.25	402.82	747.40	815.69	169.27	7,738.60	\$ 25,663.12
Grand Chargeable to Sheriff (Carried Forward)		870,659.51	985,416.15	3,409,244.54	473,681.94	398,672.08	299,077.18	65,263.33	130,136.81	180,281.34	11,522.81	1,402,263.47	\$ 6,747,255.77
Credits	R-01	2,978.39	2,641.33	5,406.35	1,192.66	932.23	651.63	204.49	374.50	706.99	115.40	4,213.52	\$ 12,343.38
Exemptions	R-02	15,820.15	13,263.79	56,380.65	6,245.10	4,622.42	3,534.96	942.64	1,856.11	2,782.09	190.29	20,189.15	\$ 92,577.72
Delinquent Real Estate	R-02	11,874.47	11,096.41	55,722.10	6,816.22	5,333.24	3,893.27	1,567.98	2,141.39	2,696.25	424.00	21,889.26	\$ 102,277.24

Pendleton County
Charles Peoples, Sheriff
Sheriff's Settlement - 2010 Taxes
For the Period April 10, 2010
Through April 15, 2010

	Dist. 1:	Dist. 2:	Dist. 4:	Dist. 10:	Dist. 11:	Dist. 12:	Dist. 13:	Dist. 14:	Dist. 21:	Dist. 22:	
REF	State	County	Common School	Library	Health	Ed. Service	Soil Cons.	Mental Health	KSPD	KCPD	Total Special Districts
Delinquent Taxpayers	7-25	151.73	84.48	294.97	72.35	29.25	38.23	11.54	21.09	-	706.56
Additional Credit for NSF	7-25	-	-	-	-	-	-	-	-	-	35.05
Additional Billable Uncollected	8-27	24.84	29.70	103.14	10.88	11.00	6.75	2.40	4.02	127.48	127.48
Current Year Penalties - Unbilled	-	-	-	-	-	-	-	-	-	-	-
Current Year Penalties - Discovers Table B-46	-	-	75.03	324.38	125.85	25.59	46.30	2.76	10.91	11.20	307.42
This line carries forward	-	-	-	-	-	-	-	-	-	-	-
This does not carry forward to the FOS	-	-	-	-	-	-	-	-	-	-	-
This does not carry forward to the FOS	-	-	-	-	-	-	-	-	-	-	-
Total Credits	-	16,530.15	31,140.75	110,500.29	34,460.16	48,946.69	8,200.74	1,100.27	4,010.82	5,639.71	106,314.12
Taxes Collected	-	845,670.46	934,235.40	3,208,991.25	460,621.78	338,970.37	250,856.41	65,886.36	113,770.09	174,641.42	6,334,231.24
Less: Sheriff's Commission	-	16,812.18	40,655.00	98,509.81	19,769.93	13,978.25	11,896.40	2,676.65	5,600.26	1,746.42	230,318.93
Taxes Due Districts	-	866,522.28	913,630.40	3,280,021.94	462,917.85	344,524.02	240,770.04	68,300.41	113,540.64	172,889.23	6,300,942.31
Taxes Paid	-	806,591.18	913,224.36	3,194,639.86	441,639.90	334,684.75	249,600.33	69,252.18	112,948.42	172,911.55	6,294,111.19
Refunds (Current and Prior Year)	8-28	535.46	669.17	2,362.26	293.14	238.26	169.69	51.23	94.22	51.55	5,965.08
Taxes Due Districts (Refund Due Sheriff)	-	\$ (319.38)	\$ (223.15)	\$ (1,531.62)	\$ (161.19)	\$ 8.00	\$ 0.00	\$ (0.00)	\$ 0.00	\$ (26.39)	\$ (15.00)

Material Assets Per Worksheet CP-13

Commission:	
4.25% on	\$3,046,561.50
3% on	\$3,298,993.75
1% on	\$15,225.99

Total Commission: \$6,511,281.24 \$ 230,318.94

1. Difference between completed property taxes and Sheriff's Unbilled Receipt is supplemental material.

800 Refund Worksheet

In Re: Acknowledge Kenton Fire Protection District 2010 Tax Rates

Judge Bertram presented the court with the 2010 Kenton Fire Protection District Tax Rate. Squire Whaley made a motion acknowledging this tax rate, seconded by Squire Veirs, motion carried.

STATMAN HARRIS & EYRICH LLC ATTORNEYS AT LAW

Cincinnati Office
1400 Main Street, Suite 200, Cincinnati, OH 45202
DIRECT MAIL NO. (513) 267-4442

September 2, 2010

Hon. Henry W. Bertram
Pendleton County Judge Executive
233 Main Street, Courthouse Room 4
Falmouth, KY 41040

RE: Kenton Fire Protection District Tax Rate for 2010

Dear Judge Bertram:

Please be advised that at regular meeting held on August 2, 2010, the board of the Kenton County Fire Protection District set the following tax rates:

- \$0.20 per \$100.00 of assessed value on all real property
- \$0.20 per \$100.00 of assessed value on all motor vehicles and all watercraft
- \$0.20 per \$100.00 of assessed value on tangible property.
- \$0.20 per \$100.00 of assessed value on all telecommunications and franchise taxable property.

Very truly yours,

Thomas A. Wiertholtz
Thomas A. Wiertholtz
Fire District Attorney

TAW/rnp
6631.0001-25

CHICAGO 200 West Madison, Suite 3020, Chicago, IL 60606 T 312.263.1070 F 312.263.1201
CINCINNATI 1700 Carow Tower, 441 Vine Street, Cincinnati, OH 45202 T 513.621.2666 F 513.621.4896
DAYTON One Dayton Centre, Suite 200, 1 South Main Street, Dayton, OH 45402 T 937.232.1090 F 937.222.1046
SARASOTA 101 John Klinging Blvd., Suite A, Sarasota, FL 34236 T 941.487.8242 F 941.487.8244
www.statmanharris.com

In Re: Agreement with Gary L. Moberly Associates

Judge Bertram presented the court with an agreement from Gary L. Moberly and Associates to provide the technical assistance necessary to assist the county in obtaining certification as a Kentucky Drug Free Workplace from the Kentucky Department of Workers Claim. Squire Wells made a motion to approve this agreement, seconded by Squire Fogle, motion carried.

Service Agreement

This Service Agreement is entered into by and between Pendleton County Fiscal Court, a Kentucky Fiscal Court (the Court) and Gary L. Moberly & Associates, Inc., a Kentucky corporation (Moberly).

WHEREAS, Moberly possesses the knowledge, skills and experience to provide the technical assistance necessary to assist Kentucky employers in obtaining certification as Kentucky Drug Free Workplaces from the Kentucky Department of Workers Claims as well as the knowledge, ability, skills and experience to provide the employee and supervisory training in Substance Abuse Awareness called for in the Kentucky Drug Free Workplace governing regulation, 803 KAR 25:280; and

WHEREAS, the Court desires to seek certification as a Drug Free Workplace under the Kentucky Drug Free Workplace Certification Program as administered by the Kentucky Department of Worker's Claims; and

WHEREAS, the Court wishes to comply with the governing regulation in providing the required one (1) hour of Substance Abuse Awareness training to all of its employees in the first year after initial certification and the initial one-half (1/2) hour of training for supervisors as called for and described in the governing regulation, 803 KAR 25:280; and

WHEREAS, the Court also desires, once certified, to maintain its certification on an annual basis; and

WHEREAS, the parties desire to enter into a contractual relationship through which Moberly will provide technical assistance to the Court in obtaining certification as a Drug Free Workplace through the Kentucky Department of Worker's Claims; provide the initial one (1) hour of required training in Substance Abuse Awareness to all of the Court's employees and the initial one-half (1/2) hour of required supervisory training in Substance Abuse Awareness for ~~supervisors~~ to all of the Court's supervisory personnel; and provide ongoing technical assistance in maintaining ongoing certification in subsequent years after initial certification.

NOW THEREFORE, in consideration of the foregoing promises and the promises contained herein, the parties do hereby agree as follows:

1. DUTIES OF MOBERLY. Moberly will receive from the Court copies of any existing Drug Free Workplace policy or personnel policy language dealing specifically with prohibitions and consequences of drug and alcohol use by employees of the Pendleton County Fiscal Court in order to perform the following services at the direction, or on behalf, of the Court:

- a. Draft for the Court, a Drug Free Workplace policy containing all administrative and regulatory directives necessary to properly operate a Drug Free Workplace program in compliance with the Court's business goals and objectives, as well as

1

with all elements required for certification as a Drug Free Workplace as contained in 803 KAR 25:280.

- b. If requested, assist the court in finding suitable testing facilities who operate in compliance with all directives for controlled substance and alcohol testing contained in 803 KAR 25:280 and who charge prices for testing which are suitable to the Court. *Bonnie Kellen - 301-5545
bonnie.kellen@stelizabeth.com*
- c. After initial certification, provide the initial one (1) hour of required Substance Abuse Awareness training for all employees of the Court's facilities, as well as the required one-half (1/2) hour of Substance Abuse Awareness training for all supervisory personnel employed by the Court within the one (1) year time period after certification as specified in 803 KAR 25:280, the program's governing regulation. Said training to be at the convenience of the Court to accommodate all shifts in all of the Court's respective departments.
- d. After the above-mentioned initial training is completed, assist the Court in locating and securing a suitable, computer-based training program containing all training requirements set forth in 803 KAR 25:280 for the mandated additional 1/2 hour of refresher training for all employees and the 1/2 hour of refresher training for all supervisory personnel.
- e. In the event that the Court needs and/or desires assistance in finding & securing competent and cost-effective Employee Assistance Program (EAP) services, assist the Court in finding a suitable and cost-effective EAP in order to comply with the governing regulation.
- f. After initial certification, monitor the Court's Drug Free Workplace program from time-to-time to help ensure re-certification on an annual basis; and be available at all times to answer any questions which may arise and assist the Court with any problems which may, from time-to-time arise in administration of the program.
- g. On an annual basis, re-file the Court's Drug Free Workplace re-certification application in advance of the certification expiration date to ensure the Court maintains its five per-cent (5%) worker's compensation premium discount from its Worker's Compensation Insurance provider.
- h. Upon initial certification, communicate directly with the Court's Workers Compensation Insurance provider to ensure that the mandated five per cent (5%) discount is applied to the Court's Workers Compensation premium.
- i. Attend any necessary meetings with the Court both prior to and after initial certification.
- j. Perform all other duties related to the Drug Free Workplace Certification Program as deemed necessary by the Pendleton County Fiscal Court.

2

25
44
25
69
39
12
51
Daw
+ Actual
Test

2. DUTIES OF THE PENDLETON COUNTY FISCAL COURT. The Pendleton County Fiscal Court agrees to perform the following:

- a. Compensate Moberly in accordance with the terms of Section 4 of this agreement.
- b. Reimburse Moberly for all reasonable and necessary travel (Mileage) related expenses at the Federal Allowable Mileage Reimbursement Rate (currently 0.55), and for any reasonable and necessary lodging expenses, verified by receipt, incurred by Moberly in the performance of its duties in accordance with this agreement.

3. RELATIONSHIP BETWEEN THE PARTIES. It is acknowledged that the relationship between the parties shall be that of a principal and independent contractor and that nothing herein shall be construed as evidence of intent to create an employment relationship between the Court and Moberly.

4. COMPENSATION. In return for the services regarding initial certification described herein, the Court agrees to compensate Moberly at the rate of two thousand dollars (\$2,000.00) in the following manner:

- a. Upon both parties becoming signatory to this agreement, the Court shall pay to Moberly an initial, non-refundable retainer of one thousand dollars (\$1,000.00). It is understood that upon receipt of this payment, Moberly will begin the project and will perform all necessary duties described herein until certification as a Drug Free Workplace is issued to the Pendleton County Fiscal Court by the Kentucky Department of Worker's Claims.
- b. It is understood and agreed by both parties that upon receipt of certification as a Drug Free Workplace from the Kentucky Department of Worker's Claims, the Court shall pay to Moberly the remaining one thousand dollar (\$1,000.00) portion of the total two thousand dollar (\$2,000.00) fee for the initial certification portion of the project. It is understood and agreed that this remaining one thousand dollar (\$1,000.00) payment shall only become due and payable by the Court when and if, certification as a Drug Free Workplace is issued to the Court by the Kentucky Department of Worker's Claims.
- c. It is understood and agreed that after initial certification, the court will pay to Moberly an annual fee of five hundred dollars (\$500.00) to provide the re-certification and technical services described herein to maintain the Court's initial certification, which shall be due and payable annually on the Court's Drug Free Workplace re-certification date. It is understood and agreed that in return for this annual fee, Moberly will make itself available to the Court on a 24 hour per day 7 day per week basis to provide any necessary technical assistance to the Court in its

3

maintenance of the certification and the overall administration of its Drug Free workplace program.

- d. For this project, it is understood and agreed that, in return for providing each "session" of the initial Substance Abuse Awareness training mentioned and explained herein for all employees and supervisors, the Court will pay to Moberly a fee of two hundred dollars (\$200.00). For the purposes of this agreement, it is understood that each "session" includes the one hour program for all employees and the additional 1/2 hour program for all supervisory personnel. It is understood that in the event it is necessary to conduct more than one "session" for all employees and more than one session for supervisors to fulfill the training requirements in 803 KAR 25:280, the fee is a per "session" fee. (Example: Three (3) "sessions" @ \$200.00 = \$600.00).

For the additional 1/2 hour of Substance Abuse Awareness refresher training for all employees and the 1/2 hour of supervisory Substance Abuse Awareness refresher training for all supervisory personnel, both of which are required annually in the governing regulation, Moberly will assist the Court in finding and securing a suitable and cost effective, computer-based training program containing all training items for the required annual Substance Abuse Awareness refresher instruction for all employees and supervisory personnel as specified in 803 KAR 25:280.

5. TERM. The term of this agreement shall commence upon both parties becoming signatory to the agreement and shall continue until either party cancels the contract in accordance with the terms set forth in Section 6 of this agreement.

6. CANCELLATION. Either party may cancel this contract by giving thirty (30) days written notice to the other party.

7. OWNERSHIP OF INTELLECTUAL PROPERTIES. All program information developed and/or maintained by Moberly in the furtherance of Moberly's duties under this agreement shall be, and at all times remain, the property of Moberly.

8. REMEDIES FOR BREACH.

a. By the Pendleton County Fiscal Court. In the event that the Court fails to abide by the terms of this agreement, Moberly shall have the right to seek any remedy available to Moberly at law or in equity.

b. By Moberly. In the event Moberly fails to abide by the terms of this agreement, Moberly shall return all amounts paid to Moberly for services performed but which have not resulted in a benefit to the Court, and the Court shall have the right to seek any other remedy available at law or in equity.

4

9. NOTICES. Any notices required hereunder shall be hand-delivered or sent first class mail, postage prepaid, as follows:

To Pendleton County Fiscal Court at: Pendleton County Court House, Falmouth, KY 41040

To Gary L. Moberly & Associates, Inc at: 252 Rose Hill Avenue, Versailles, Kentucky 40383

10. GOVERNING LAW. This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky, and the rights, obligations and remedies of the parties shall be determined in accordance with such laws.

11. SEVERABILITY. In the event any provision of this contract shall be held invalid or unenforceable by any court or other tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions thereof.

12. NO WAIVER OF RIGHTS. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this agreement by either party shall operate as a waiver of or act as an estoppel with respect to any other obligation, covenant, agreement or condition hereunder or any other rights that the party may have hereunder.

13. HEADINGS AND INTERPRETATION. The headings of this agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this agreement.

14. FURTHER ASSURANCES. The parties shall execute and deliver such other documents or instruments and take such other action as may be reasonably required to more effectively implement the provisions of this agreement.

15. ENTIRE AGREEMENT. This agreement sets forth the entire understanding of the parties with respect to the transactions contemplated hereby, and merges and supersedes all prior discussions, agreements, promises, warranties, representation and arrangements of every kind between them as to the subject matter hereof, and neither party shall be bound by any condition, warranty or representation relating to such subject matter other than as expressly provided for in this agreement.

16. ASSIGNMENT. No party hereto shall assign any of its rights and obligations hereunder without the prior written consent of the other party.

17. AMENDMENT. Any amendment to this agreement must be in writing and signed by both parties hereto.

5

ACCEPTED AND AGREED TO:

Pendleton County Fiscal Court

Gary L. Moberly & Associates, Inc.

Henry W. Bertram
County Judge/Executive

Gary L. Moberly
President/CEO

Date

Date

6

Service Agreement

This Service Agreement is entered into by and between Pendleton County Fiscal Court, a Kentucky Fiscal Court (the Court) and Gary L. Moberly & Associates, Inc., a Kentucky corporation (Moberly).

WHEREAS, Moberly possesses the knowledge, skills and experience to provide the technical assistance necessary to assist Kentucky employers in obtaining certification as Kentucky Drug Free Workplaces from the Kentucky Department of Workers Claims as well as the knowledge, ability, skills and experience to provide the employee and supervisory training in Substance Abuse Awareness called for in the Kentucky Drug Free Workplace governing regulation, 803 KAR 25:280; and

WHEREAS, the Court desires to seek certification as a Drug Free Workplace under the Kentucky Drug Free Workplace Certification Program as administered by the Kentucky Department of Worker's Claims; and

WHEREAS, the Court wishes to comply with the governing regulation in providing the required one (1) hour of Substance Abuse Awareness training to all of its employees in the first year after initial certification and the initial one-half (1/2) hour of training for supervisors as called for and described in the governing regulation, 803 KAR 25:280; and

WHEREAS, the Court also desires, once certified, to maintain its certification on an annual basis; and

WHEREAS, the parties desire to enter into a contractual relationship through which Moberly will provide technical assistance to the Court in obtaining certification as a Drug Free Workplace through the Kentucky Department of Worker's Claims; provide the initial one (1) hour of required training in Substance Abuse Awareness to all of the Court's employees and the initial one-half (1/2) hour of required supervisory training in Substance Abuse Awareness for supervisors to all of the Court's supervisory personnel; and provide ongoing technical assistance in maintaining ongoing certification in subsequent years after initial certification.

NOW THEREFORE, in consideration of the foregoing premises and the promises contained herein, the parties do hereby agree as follows:

1. DUTIES OF MOBERLY. Moberly will receive from the Court copies of any existing Drug Free Workplace policy or personnel policy language dealing specifically with prohibitions and consequences of drug and alcohol use by employees of the Pendleton County Fiscal Court in order to perform the following services at the direction, or on behalf, of the Court:

- a. Draft for the Court, a Drug Free Workplace policy containing all administrative and regulatory directives necessary to properly operate a Drug Free Workplace program in compliance with the Court's business goals and objectives, as well as

1

803 KAR 25:280. Certification of drug-free workplace.

Page 1 of 4

803 KAR 25:280. Certification of drug-free workplace.

RELATES TO: KRS 138.140, 217.000(1), 218A.010(8), 304.13-167, 342.011(9), 342.640, 342.660, 351.010(1)(m)
STATUTORY AUTHORITY: KRS 304.13-167
NECESSITY, FUNCTION AND CONFORMITY: KRS 304.13-167(8) requires the Executive Director of the Office of Workers' Claims to promulgate administrative regulations regarding a drug-free workplace program for Kentucky employers to implement. This administrative regulation establishes the requirements for employers to apply and be certified by the Office of Workers' Claims for implementing a drug-free workplace program.

Section 1. Definitions. (1) "Alcohol" means ethyl alcohol, hydrated oxide of ethyl, or spirit of wine, produced from any source or process.
(2) "Consortium" means an entity, which may involve varied pools of employers and their employees, established to provide cost-effective services to employers to help the employers comply with drug-free workplace program requirements and may provide employer education, supervisor training, and drug and alcohol testing at a reduced cost to the employers who choose to participate.
(3) "Drug" means a controlled substance as defined in KRS 218A.010(8) and as established in 902 KAR Chapter 55, including:
(a) Amphetamines;
(b) Cannabinoids/THC;
(c) Cocaine;
(d) Opiates;
(e) Phencyclidine (PCP);
(f) Benzodiazepines;
(g) Propoxyphene;
(h) Methadone;
(i) Barbiturates;
(k) Synthetic narcotics;
(j) Illicit substances; and
(m) Volatile substances as defined by KRS 217.000(1).
(4) "Drug or alcohol rehabilitation program" means a service provider that provides confidential, timely, and expert identification, assessment, treatment, and resolution of employee drug or alcohol abuse.
(5) "Drug test" or "test" means a chemical, biological, or physical instrumental analysis administered by a qualified laboratory, for the purpose of determining the presence or absence of a drug or its metabolites or alcohol pursuant to standards, procedures, and protocols established by the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA), at <http://www.workplace.samhsa.gov/>.
(6) "Employee" is defined by KRS 342.640.
(7) "Employee Assistance Program" means an established program providing:
(a) Professional assessment of employee personal concerns;
(b) Confidential and timely services to identify employee alcohol or substance abuse;
(c) Referrals of employees with alcohol or substance abuse for appropriate diagnosis, treatment, and assistance; and
(d) Follow-up services for employees who participate in a drug or alcohol rehabilitation program and are recommended for monitoring after returning to work.
(8) "Employer" means a corporation, partnership, sole proprietorship, or other business entity doing business in Kentucky which is required to comply with the provisions of KRS Chapter 342 or voluntarily covers excluded employees pursuant to KRS 342.680.
(9) "Executive director" is defined by KRS 342.001(9).
(10) "Illicit substance" is defined by KRS 351.010(1)(m).
(11) "Medical review officer" or "MRO" means a licensed physician with knowledge of substance abuse disorders, laboratory testing, chain of custody, collection procedures, the ability to verify positive, confirmed test results, and the necessary medical training to interpret and evaluate a positive test result in relation to the person's medical history or any other relevant biomedical information.
(12) "Office" is defined by KRS 342.0011(8).
(13) "Qualified laboratory" means a laboratory certified in accordance with the National Laboratory Certification Program (NLCP) by the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA).
(14) "Reasonable suspicion testing" means drug or alcohol testing that meets the requirements in Section 3 of this administrative regulation.
(15) "Serious physical injury" means an injury which has a reasonable potential to cause death.

Section 2. Applicability. (1) Employer participation in the Drug-Free Workplace Program shall be voluntary.

- (2) All drug or alcohol testing shall be conducted:
 - (a) In accordance with applicable federal and state requirements, as utilized in each part of the testing process; and
 - (b) As required by this administrative regulation for participants in the Drug-Free Workplace Program.

Section 3. Requirements for a Drug-Free Workplace Program. To obtain certification for a drug-free workplace program, an employer shall comply with all of the following minimum

requirements:

- (1) The program shall include alcohol and substance abuse education and awareness training for employees and supervisors which:
 - (a) Provides to all employees written materials explaining the employer's policies and procedures with respect to the drug-free workplace program;
 - (b) Provides each employee at least one (1) hour of initial, and at least thirty (30) minutes refresher each year thereafter, of alcohol and substance abuse education and awareness training which shall include, at a minimum, information concerning:
 1. Alcohol and drug testing;
 2. The effects of alcohol and drug use on an individual's health, work, and personal life;
 3. The disease of alcohol or drug addiction;
 4. Signs and symptoms of an alcohol or drug problem;
 5. The role of coworkers and supervisors in addressing alcohol or substance abuse; and
 6. Referrals to an employee assistance program; and
 - (c) Provides all supervisory personnel, in addition to the training specified in paragraph (b) of this subsection, with thirty (30) minutes each year of alcohol and substance abuse education and awareness training.
2. The training shall include, at a minimum, information on:
 - a. Recognizing the signs of alcohol and substance abuse in the workplace;
 - b. How to document signs of employee alcohol or substance abuse;
 - c. How to refer employees to an employee assistance program or other alcohol and substance abuse treatment; and
 - d. Legal and practical aspects of reasonable suspicion testing for the presence of drugs and alcohol;
- (2) Within the program, reasonable suspicion testing shall be based on a belief that an employee is using or has used drugs or alcohol in violation of the employer's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, training, or education. The reasonable suspicion testing shall be based upon:
 - (a) While at work, direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol;
 - (b) While at work, abnormal conduct, erratic behavior, or a significant deterioration in work performance;
 - (c) A report of drug or alcohol use provided by a reliable and credible source;
 - (d) Evidence that an individual has tampered with a drug or alcohol test during employment with the current covered employer;
 - (e) Information that an employee has caused, contributed to, or been involved in an accident while at work or
 - (f) Evidence that an employee has used, possessed, sold, solicited, or transferred illegal or illicit drugs or used alcohol while on the covered employer's premises or while operating the covered employer's vehicle, machinery, or equipment;
- (3) The program shall include breath alcohol and urine drug testing to which job applicants or employees shall be required to submit at the following times:
 - (a) For urine drug testing:
 1. After conditional offer of employment;
 2. After being selected using a statistically valid, unannounced random method;
 3. Upon reasonable suspicion of prohibited drug use;
 4. At follow-up testing at least once per quarter for one (1) year after the employee's successful completion of an employee assistance program for drug-related problems, or a drug rehabilitation program, or as recommended by the person administering the drug rehabilitation program; and
 5. Following an accident on the premises of the employer or in the course of employment for the employer which requires off-site medical attention be given to a person.
 - (b) For breath alcohol testing:
 1. After conditional offer of employment;
 2. Upon reasonable suspicion of prohibited alcohol use;
 3. Following an accident on the premises of the employer or in the course of employment for the employer which requires off-site medical attention be given to a person; and
 4. Follow-up testing at least once per quarter for one (1) year after the employee's successful completion of an employee assistance program for alcohol-related problems, or an alcohol rehabilitation program, or as recommended by the person administering the alcohol rehabilitation program;
- (4) The office may issue a certification for a program that provides for alcohol and drug testing of other fluids or products of the human body capable of revealing the presence of drugs or alcohol if the testing is as accurate as, and equivalent to, breath alcohol and urine drug testing and complies with this section of this administrative regulation;
- (5) The program shall include the minimum testing protocol which shall include:
 - (a) A maximum acceptance level of breath alcohol concentration, which shall be a concentration of four-hundredths (0.04); and
 - (b) An eleven (11) panel urine test that shall include testing for the following substances:
 1. Amphetamines;
 2. Cannabinoids/THC;
 3. Cocaine;
 4. Opiates;
 5. Phencyclidine (PCP);
 6. Benzodiazepines;
 7. Propoxyphene;
 8. Methaqualone;
 9. Methadone;
 10. Barbiturates; and

<http://www.lrc.state.ky.us/kar/803/025/280.htm>

9/7/2010

11. Synthetic narcotics;
 - (8) The program shall provide that the collection of samples and administration of drug and alcohol tests shall follow all standards, procedures and protocols set forth by the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Administration (SAMHSA), at <http://www.workplace.samhsa.gov/>;
 - (7) The program shall provide that the test results have been performed by a qualified laboratory;
 - (8) The program shall include medical review of test results as follows:
 - (a) 1. All test results shall be submitted for medical review by the medical review officer (MRO), who shall consider the medical history of the employee or applicant, as well as other relevant biomedical information.
 2. If there is a positive test result, the employee or applicant shall be given an opportunity to report to the MRO the use of any prescription or over-the-counter medication.
 - (b) 1. If the MRO determines that there is a legitimate medical explanation for a positive test result, the MRO shall certify that the test results do not indicate the unlawful use of alcohol or a controlled substance.
 2. If the MRO determines, after appropriate review, that there is not a medical explanation for the positive test result other than the unauthorized use of alcohol or a prohibited drug, the MRO shall refer the individual tested to an employee assistance program or to a personnel or administrative officer for further proceedings in accordance with the employer's drug-free workplace program.
 - (c) Determinations concerning the use of alcohol or a controlled or illicit substance shall comply with all procedures outlined in the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA) "Medical Review Officer Manual for Federal Agency Workplace Drug Testing Programs".
 - (9) The program shall include an employee assistance program (EAP) for its employees and supervisory personnel.
 - (a) The employer shall:
 1. Establish the EAP as a part of its internal personnel services; or
 2. Contract with an entity that provides EAP services.
 - (b) The employer's participation in a consortium shall satisfy this requirement; and
 - (10) The program shall include controlled-access maintenance at the employer's place of business of records including the names and position titles of all employees and supervisory personnel trained under the program, and the names of all persons who presented alcohol and substance abuse training, for review by the office.
- Section 4. Confidentiality of records. Records of drug or alcohol test results, written or otherwise, received by the employer shall be confidential communications and shall not be disclosed by the employer to any party unless:
- (1) A written release of information is granted and signed by the employee; or
 - (2) The release is ordered by a court of competent jurisdiction.
- Section 5. Application Requirements. Employers who desire a drug-free workplace certification pursuant to KRS 304.10-167 shall submit to the office an initial notarized application, and annually thereafter, in the form of an affidavit executed by the owner or chief executive officer of the business establishing that it provides a drug-free workplace by:
- (1) Providing a copy of a statement to each employee and posting the statement in a prominent place at each worksite. The statement shall:
 - (a) Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled or illicit substance is prohibited in the workplace;
 - (b) Identify methods that may be used by the employer to determine if violations by an employee exists; and
 - (c) Specify the actions that will be taken against employees for violations of the prohibition;
 - (2) Establishing an alcohol and substance abuse education and awareness training program which complies with the minimum requirements of Section 3 of this administrative regulation to inform employees and supervisory personnel about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The role of co-workers and supervisors in addressing alcohol or drug abuse;
 - (c) The employer's policy of maintaining a drug-free workplace;
 - (d) Available drug counseling, rehabilitation, and employee assistance programs; and
 - (e) The penalties for violations of the drug-free workplace policy;
 - (3) Establishing a program that includes alcohol and drug testing performed as established in Section 3 of this administrative regulation;
 - (4) Providing an Employee Assistance Program which shall:
 - (a) Include:
 1. Professional assessment of employee personal concerns;
 2. Confidential and timely services to identify employee drug or alcohol abuse;
 3. Referrals of employees for appropriate diagnosis, treatment, and assistance with regard to employee alcohol or substance abuse; and
 4. Follow-up services for employees who participate in a drug or alcohol rehabilitation program and are recommended for monitoring after returning to work; and
 - (b) Provide services regardless of race, color, religion, national origin, disability, sex, or age;
 - (c) Verify that the frequency and duration of each employee and supervisor training session meets the requirements of Section 3 of this administrative regulation;
 - (d) Verifying that all employees have participated, or shall participate during the calendar year, in the required alcohol and substance abuse education and awareness training sessions;
 - (e) Maintaining a drug-free workplace throughout its workers' compensation insurance policy period; and
 - (f) Maintaining the drug-free workplace program in compliance with all federal and state laws and regulations that apply to that particular business.
- Section 6. Required Documentation. (1) An employer's initial application shall be accompanied by copies of the following documents:
- (a) The employer's written drug-free workplace policy;

<http://www.lrc.state.ky.us/kar/803/025/280.htm>

9/7/2010

(b) Documents provided to employees regarding the drug-free workplace program if different from the policy; and
(c) The following, if not included in the drug-free workplace policy:
1. A statement identifying each alcohol and drug test that will be conducted;
2. A statement describing the employer's Employee Assistance Program;
3. A description of the alcohol and substance abuse education and awareness training program for employees and supervisory personnel; and
4. A statement describing the confidentiality of the employer's drug-free workplace program.
(2) Employers shall attach the documents listed in subsection (1) to a renewal application only if a substantive change or amendment has been made to the material filed with the initial application.

Section 7. Certification of Drug-Free Workplace Procedure. (1)(a) If the office receives an incomplete application of certification of drug-free workplace, the office shall notify an employer in writing of an incomplete application and shall state the necessary information or documents to provide a complete review of the application;
(b) The employer shall provide the additional information and documents within fifteen (15) days of the notification of an incomplete application; and
(c) If the employer fails to provide the requested information, the application shall be denied.
(2)(a) Within sixty (60) days of receipt of a complete application, the office shall issue a written statement to the applicant approving or denying the application; and
(b) If the application is denied, the written notification shall specifically state the reasons for the denial.
(3) The notification of approval or denial shall be mailed by certified mail, return receipt requested to the address listed on the application.
(4)(a) If an employer, who has been certified to have a drug-free workplace program, discontinues or fails to maintain its program in compliance with this administrative regulation, the office shall revoke the employer's certification.
(b) The office shall submit written notification of the revocation which shall:
1. Include specific reasons for the revocation; and
2. Shall be mailed by certified mail, return receipt requested, to the address listed on the employer's certification.
(5) Service by certified mail shall be complete:
(a) Upon delivery of the notification;
(b) Upon acceptance by any person eighteen (18) years or older at the employer address;
(c) Upon refusal to accept by a person at the employer's address;
(d) Upon the U.S. Postal Service's inability to deliver the notification if properly addressed; or
(e) Upon failure of the applicant to claim the notification prior to its return to the office by the U.S. Postal Service.
(6) The return receipt or envelope shall be proof of acceptance, refusal, inability to deliver, or failure to claim the envelope.

Section 8. Denial or Revocation of Certification. (1) If an employer's application for certification is denied or revoked, an employer may request, in writing, a hearing before the executive director on the denial or revocation of certification;
(2) This request for a hearing shall be filed with the office within twenty (20) days from the date of the notice of denial or revocation;
(3) Upon receipt of a request for a hearing, the executive director shall issue a notice of hearing to be held no sooner than ten (10) days and no later than thirty (30) days after the request unless agreed to by the parties;
(4) No later than thirty (30) days after the hearing is closed, the executive director shall issue a written order concerning all matters addressed at the hearing; and
(5) The executive director's final order may be appealed to the Franklin Circuit court in accordance with KRS 139.140.

Section 9. Incorporation by Reference. (1) The following material is incorporated by reference:
(a) Form DFW, "Applicant's Affidavit Drug-Free Workplace Program", (Sept. 2007 edition); and
(b) The "Medical Review Officer Manual for Federal Agency Workplace Drug Testing Programs", issued by the Department of Health and Human Services, November 1, 2004 edition (DHHS Publication No. (Administrative Regulation) 88-1526).
(2) This material may be inspected, copied, or obtained, subject to applicable copyright law, at the Office of Workers' Claims, 657 Chamberlin Avenue, Frankfort, Kentucky 40601, Monday through Friday, 8 a.m. to 4:30 p.m. (34 Ky.R. 1597; 2298; eff. 6-6-2008.)

<http://www.lrc.state.ky.us/kar/803/025/280.htm>

9/7/2010

In Re: Court Ordered Transfers

Judge Bertram presented and reviewed the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Fogle that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT
TUESDAY SEPTEMBER 14, 2010
7:00 PM**

COURT ORDERED TRANSFERS

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5015-445	Sheriff's Office Expense	\$ 225.00
01-5205-723	Animal Control Vehicle	\$1,600.00
01-5430-345	Other Social Services Programs	\$ 50.00

Ambulance Fund

Transfer from (09-5140-567) Refunds to the following accounts:

09-5140-578	Utilities	\$ 14.00
09-5140-592	Maintenance & Repairs -- Vehicles	\$ 167.00

Transfer from (09-5140-330) Laundry Service to the following accounts:

09-5140-550	Medical Supplies	\$ 90.00
-------------	------------------	----------

Transfer from (09-5140-346) Pest control to the following accounts:

09-5140-550	Medical Supplies	\$ 244.00
-------------	------------------	-----------

Transfer from (01-9200-999) Reserve for Transfers to the following account:

09-5140-507	Ambulance Contributions	\$41,500.00
-------------	-------------------------	-------------

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund	\$ 30,000.00
Transfer from General Fund to Ambulance Fund	\$106,000.00
Transfer from General Fund to HRA Fund	\$ 2,226.87
Transfer from Road Fund to HRA Fund	\$ 247.43
Transfer from 911 Fund to HRA Fund	\$ 494.86

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims, whereupon a motion was made by Squire Veirs, seconded by Squire Whaley that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5033						
		Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date 09/14/2010	
03-0114	01-5001-445-	CO. JUDGE/EXEC. OFFICE SUPPLIES	532882871001	173758	JUDGES OFFICE SUPPLIES	93.95
03-0114	01-5080-411-	CUSTODIAL SUPPLIES	530347952001	421496	6 GALLONS SIMPLE GREEN CLEANER	121.56
		Printed On Check 012947			Voucher Totals	215.51
Voucher No. 03-5034						
		Vendor FRAMES	FRAMES-PHOTOS ETC		Voucher Date 09/14/2010	
03-0114	01-5001-445-	CO. JUDGE/EXEC. OFFICE SUPPLIES	06-09-2010	173721	CUSTOM FRAMING 2 PHOTOS	173.93
		Printed On Check 012948			Voucher Totals	173.93
Voucher No. 03-5035						
		Vendor SYLVIAMC	SYLVIA MCCLANAHAN		Voucher Date 09/14/2010	
03-0114	01-5001-582-	CO. JUDGE/EXEC. POSTAGE		173745	REIMBURSEMENT FOR POSTAGE	5.54
		Printed On Check 012949			Voucher Totals	5.54
Voucher No. 03-5036						
		Vendor HENRY BERT	HENRY BERTRAM		Voucher Date 09/14/2010	
03-0114	01-5001-583-	CO. JUDGE/EXEC. POSTAGE		173691	REIMBURSEMENT FOR POSTAGE CERTIFIED RECEIPT	5.54
		Printed On Check 012950			Voucher Totals	5.54
Voucher No. 03-5037						
		Vendor SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 09/14/2010	
03-0114	01-5015-445-	SHERIFF, OFFICE EXPENSE		173761	REIMBURSEMENT FOR OVERPAYMENT OF TAXES	223.13
		Printed On Check 012951			Voucher Totals	223.13
Voucher No. 03-5038						
		Vendor WYATTS	WYATT'S SUPERVALU		Voucher Date 09/14/2010	
03-0114	01-5025-499-	OTHER SUPPLIES		421449	APPRECIATION BREAKFAST ITEMS	14.11
		Printed On Check 012952			Voucher Totals	14.11
Voucher No. 03-5039						
		Vendor NKADD	NORTHERN KY AREA DEVELOP. DISTRICT		Voucher Date 09/14/2010	
03-0114	01-5025-499-	OTHER SUPPLIES		173736	ANNUAL DINNER RESERVATIONS FOR 6	145.00
		Printed On Check 012953			Voucher Totals	145.00
Voucher No. 03-5040						
		Vendor COUNTYOFF	KAGO		Voucher Date 09/14/2010	
03-0114	01-5025-569-	REGISTRATION/CONFERENCES		173680	JUNE TRAINING B. FOGLE, A WHALEY	170.00
		Printed On Check 012954			Voucher Totals	170.00
Voucher No. 03-5041						
		Vendor KING	VICKY KING		Voucher Date 09/14/2010	
03-0114	01-5040-589-	REGISTRATIONS & CONFERENCES		173737	LABOR CABINET CONFERENCE 128 MILES @ .42	53.76
		Printed On Check 012955			Voucher Totals	53.76
Voucher No. 03-5042						
		Vendor SCHLUETER	JENNY SCHLUETER		Voucher Date 09/14/2010	
03-0114	01-5047-589-	TAX ADMINISTRATOR REGIS.CONF&TRAINING		173716	REIMBURSEMENT 457 MI @ .42 A MILE, KOLA CONF. FRANK	191.94
		Printed On Check 012956			Voucher Totals	191.94
Voucher No. 03-5043						
		Vendor POST OFFIC	U.S. POST OFFICE		Voucher Date 09/14/2010	
03-0114	01-5047-583-	TAX ADMINISTRATOR POSTAGE		173717	400 STAMPS @.44 OCC. TAX	176.00
		Printed On Check 012957			Voucher Totals	176.00

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5044						
		Vendor OKI REGION	OKI REGIONAL PLANNING CONFERENCE		Voucher Date 09/14/2010	
03-0114	01-5070-399-	PLANNING - COMPREHENSIVE		173692	SEPTEMBER CONFERENCE BRIAN THOMPSON	30.00
		Printed On Check 012958			Voucher Totals	30.00
Voucher No. 03-5045						
		Vendor STRAUSS	STRAUSS & TROY		Voucher Date 09/14/2010	
03-0114	01-5070-399-	PLANNING - COMPREHENSIVE	6908378	421497	LEGAL SERVICE REGARDING CELL TOWER USAGE BY COUN	87.50
		Printed On Check 012959			Voucher Totals	87.50
Voucher No. 03-5046						
		Vendor NKAPC	NORTHERN KY AREA PLANNING COMMISSION		Voucher Date 09/14/2010	
03-0114	01-5070-399-	PLANNING - COMPREHENSIVE	655	421433	P & Z ID PLATS NAPIER & SPEGAL	440.00
		Printed On Check 012960			Voucher Totals	440.00
Voucher No. 03-5047						
		Vendor CONRAD	CONRAD HARDWARE AND FURNITURE		Voucher Date 09/14/2010	
03-0114	01-5001-445-	CO. JUDGE/EXEC. OFFICE SUPPLIES	007876	421477	WIRELESS MOUSE & BATTERIES FOR LAPTOP	23.48
03-0114	01-5070-445-	P & Z OFFICE SUPPLIES	007877	173883	STOPWATCH & BATTERIES	30.90
03-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	639951	610826	BATTIERS	35.47
		Printed On Check 012061			Voucher Totals	89.81
Voucher No. 03-5048						
		Vendor BRIANTHOMP	BRIAN THOMPSON		Voucher Date 09/14/2010	
03-0114	01-5070-445-	P & Z OFFICE SUPPLIES		173744	REIMBURSEMENT FOR P & Z HANDBOOK	81.95
		Printed On Check 012962			Voucher Totals	81.95
Voucher No. 03-5049						
		Vendor PAULDEDMAN	PAUL DEDMAN		Voucher Date 09/14/2010	
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS		173747	CO CLERK OFFICE RENOVATIONS	1,530.00
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS		173801	CO CLERK OFFICE RENOVATIONS	450.00
		Printed On Check 012963			Voucher Totals	1,980.00
Voucher No. 03-5050						
		Vendor ACE	FALMOUTH ACE HARDWARE		Voucher Date 09/14/2010	
03-0114	01-5070-445-	P & Z OFFICE SUPPLIES	25548	173685	MARKING PAINT	11.48
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	25489	421411	CONSTRUCTION MATERIALS COURTHOUSE RENOVATIONS	317.67
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	25508	421436	ELECTRICAL SUPPLIES FOR COURTHOUSE RENOVATIONS	192.08
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	25594	421455	MATERIAL FOR CO CLERKS OFFICE	87.45
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	25913	173722	MATERIAL FOR CO CLERK RENOVATIONS	188.03
		Printed On Check 012964			Voucher Totals	796.69
Voucher No. 03-5051						
		Vendor BARNES	BARNES HARDWARE AND LUMBER		Voucher Date 09/14/2010	
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS		173771	COURTHOUSE RENOVATION MATERIAL	1,060.10
		Printed On Check 012965			Voucher Totals	1,060.10
Voucher No. 03-5052						
		Vendor MCSTEEL &	M. C. STEEL AND CRANE SERVICE, INC.		Voucher Date 09/14/2010	
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	178672	173785	MATERIAL FOR CO. CLERK RENOVATIONS	2,799.05
		Printed On Check 012966			Voucher Totals	2,799.05

Page No 2

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5053 Vendor ECONOMY ECONOMY GLASS SERVICE, INC. Voucher Date 09/14/2010						
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	00156995	173770	GLASS FOR PVA RENOVATIONS	278.00
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS		173770	GLASS FOR CO. CLERK RENOVATIONS	897.00
		Printed On Check 012987			Voucher Totals	1,175.00
Voucher No. 03-5054 Vendor RITTERBUIL RITTER BUILDERS Voucher Date 09/14/2010						
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS		173749	CO CLERK OFFICE RENOVATIONS	5,182.04
		Printed On Check 012868			Voucher Totals	5,182.04
Voucher No. 03-5055 Vendor ASKIN'S GARY ASKINS - ASKIN'S ROOFING&PAINTING Voucher Date 09/14/2010						
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS		173755	CO CLERK OFFICE RENOVATIONS PAINTING	2,100.00
		Printed On Check 012989			Voucher Totals	2,100.00
Voucher No. 03-5056 Vendor CLASSIC CA CLASSIC CABINETS Voucher Date 09/14/2010						
03-0114	01-5080-310-	COURTHOUSE RENOVATIONS	3116	173723	COUNTER CASEWORK FOR CO CLERK RENOVATIONS	7,447.00
		Printed On Check 012970			Voucher Totals	7,447.00
Voucher No. 03-5057 Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC. Voucher Date 09/14/2010						
03-0114	01-5080-352-	COURTHOUSE ELEVATOR MAINTENANCE	156330	173762	SEPTEMBER ELEVATOR MAINTENANCE	86.70
		Printed On Check 012971			Voucher Totals	86.70
Voucher No. 03-5058 Vendor PHILLIPS PHILLIPS SUPPLY CO. Voucher Date 09/14/2010						
03-0114	01-5080-411-	CUSTODIAL SUPPLIES	842588	173754	BRUSH FOR VERSIMATIC SWEEPER	26.36
		Printed On Check 012972			Voucher Totals	26.36
Voucher No. 03-5059 Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC Voucher Date 09/14/2010						
03-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-6656675	421398	AUGUST MAT RENTAL COURTHOUSE	79.49
03-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-6660286	421454	AUGUST MAT RENTAL COURTHOUSE	79.49
03-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-6663745	421490	AUGUST MAT RENTAL COURTHOUSE	79.49
03-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-6667131	173676	AUGUST MAT RENTAL COURTHOUSE	79.49
03-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		421398	AUGUST MAT RENTAL ANNEX BLDG.	6.87
03-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		421454	AUGUST MAT RENTAL ANNEX BLDG.	6.87
03-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		421490	AUGUST MAT RENTAL ANNEX BLDG.	6.87
03-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		173676	AUGUST MAT RENTAL ANNEX BLDG.	6.87
		Printed On Check 012973			Voucher Totals	345.44
Voucher No. 03-5060 Vendor HATFIELD RICK HATFIELD Voucher Date 09/14/2010						
03-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		173763	INSTALLED SOLENOID VALVE IN DRINKING FOUNTAIN	295.00
		Printed On Check 012974			Voucher Totals	295.00
Voucher No. 03-5061 Vendor DON WILLIS DONALD WILLIS Voucher Date 09/14/2010						
03-0114	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL		173780	AUGUST MAINTENANCE JUDICIAL CTR	1,385.44
		Printed On Check 012975			Voucher Totals	1,385.44

Page No 3

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5062 Vendor TROYSCUSTO TROY'S CUSTOM SERVICES Voucher Date 09/14/2010						
03-0114	01-5081-398-	JUDICIAL CENTER GROUNDS KEEPER		173742	MOW, TRIM, WATER TREES	1,760.00
		Printed On Check 012976			Voucher Totals	1,760.00
Voucher No. 03-5063 Vendor ACE FALMOUTH ACE HARDWARE Voucher Date 09/14/2010						
03-0114	01-5081-398-	JUDICIAL CENTER GROUNDS KEEPER	25883&25880	173772	WATER HOSE FOR JUDICIAL CENTER	47.99
03-0114	01-5081-411-	JUDICIAL CENTER CUSTODIAL SUPPLIES	25789	173685	CUSTODIAL SUPPLIES JUSTICE CENTER	2.99
		Printed On Check 012977			Voucher Totals	50.98
Voucher No. 03-5064 Vendor ROMAINE ROMAINE COMPANIES Voucher Date 09/14/2010						
03-0114	01-5081-411-	JUDICIAL CENTER CUSTODIAL SUPPLIES	082410-98	173804	PAPER TOWELS FOR JUSTICE CENTER	53.00
		Printed On Check 012978			Voucher Totals	53.00
Voucher No. 03-5065 Vendor SCIOTO SCIOTO, L.L.C. Voucher Date 09/14/2010						
03-0114	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	037490	173803	SEMI-ANNUAL CLEANING OF BLINDS	300.00
		Printed On Check 012979			Voucher Totals	300.00
Voucher No. 03-5066 Vendor MOBILCOM MOBILCOMM INC Voucher Date 09/14/2010						
03-0114	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	758824	173739	AUGUST MAINTENANCE CO PROPERTIES	76.20
		Printed On Check 012980			Voucher Totals	76.20
Voucher No. 03-5067 Vendor FLEETONE FLEETONE LLC Voucher Date 09/14/2010						
03-0114	01-5091-455-	MAPPING PETROLEUM PRODUCTS	1501481	173773	AUGUST FUEL MAPPING	30.00
		Printed On Check 012981			Voucher Totals	30.00
Voucher No. 03-5068 Vendor FALMOUTH CITY OF FALMOUTH Voucher Date 09/14/2010						
03-0114	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		173790	AUGUST FIRE RUNS	1,565.00
		Printed On Check 012982			Voucher Totals	1,565.00
Voucher No. 03-5069 Vendor PCVH GRANTS LICK VETERINARY HOSPITAL Voucher Date 09/14/2010						
03-0114	01-5205-385-	VETERINARY SERVICE		173740	8 EUTHANASIAS	72.00
		Printed On Check 012983			Voucher Totals	72.00
Voucher No. 03-5070 Vendor PAPPY'S PAPPY'S ARMORY Voucher Date 09/14/2010						
03-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	318952	810827	2 BOXES 387 SIG FOR RANGE	60.00
03-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	318950	810825	4 BOXES 12 GAGE SHOT FOR RANGE	30.00
		Printed On Check 012984			Voucher Totals	90.00
Voucher No. 03-5071 Vendor BARNES BARNES HARDWARE AND LUMBER Voucher Date 09/14/2010						
03-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	022892	173782	1 PK BEDBUG FLEA FOGGER	14.09
		Printed On Check 012985			Voucher Totals	14.09
Voucher No. 03-5072 Vendor CANINE CANINE CREATIONS Voucher Date 09/14/2010						
03-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		173786	CLEANING 2 MANGY DOGS	90.00
		Printed On Check 012986			Voucher Totals	90.00

Page No 4

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5073						
		Vendor	FAMILY	FAMILY DOLLAR STORES	Voucher Date	09/14/2010
03-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		610824	VEHICLE CLEANING SUPPLIES	6.25
		Printed On Check	012987		Voucher Totals	6.25
Voucher No. 03-5074						
		Vendor	FLEETONE	FLEETONE LLC	Voucher Date	09/14/2010
03-0114	01-5070-455-	P & Z PETROLEUM PRODUCTS		173775	AUGUST FUEL P & Z	25.33
03-0114	01-5205-455-	PETROLEUM PRODUCTS		173775	AUGUST FUEL ANIMAL CONTROLL	148.18
03-0114	01-5210-455-	PETROLEUM PRODUCTS	1591479	173775	AUGUST FUEL SOLID WASTE	111.08
		Printed On Check	012988		Voucher Totals	285.59
Voucher No. 03-5075						
		Vendor	KENTONCOFI	KENTON COUNTY FISCAL COURT	Voucher Date	09/14/2010
03-0114	01-5205-723-	ANIMAL CONTROL VEHICLE		610823	2001 DODGE TRUCK FOR ANIMAL CONTROL	1,600.00
		Printed On Check	012989		Voucher Totals	1,600.00
Voucher No. 03-5076						
		Vendor	BARNES	BARNES HARDWARE AND LUMBER	Voucher Date	09/14/2010
03-0114	01-5430-345-	OTHER SOCIAL SERVICE PROGRAMS		173802	MATERIAL FOR KENTUCKY CHANGERS	2,500.00
		Printed On Check	012990		Voucher Totals	2,500.00
Voucher No. 03-5077						
		Vendor	FAL OUTLOO	THE FALMOUTH OUTLOOK	Voucher Date	09/14/2010
03-0114	01-5070-445-	P & Z OFFICE SUPPLIES		173743	P&Z LEGAL NOTICES	118.20
03-0114	01-5420-507-	TOURISM CONTRIBUTIONS		173743	TOURISM LEGAL ADS	19.00
03-0114	01-9100-539-	LEGAL NOTICES		173743	FISCAL COURT LEGAL NOTICES	165.46
03-0114	01-9100-539-	LEGAL NOTICES		173743	SHERIFF'S AUDIT REPORT	257.09
		Printed On Check	012991		Voucher Totals	559.77
Voucher No. 03-5078						
		Vendor	NKADD	NORTHERN KY AREA DEVELOP. DISTRICT	Voucher Date	09/14/2010
03-0114	01-9100-501-	ADD PAYMENT		173779	CONTRACT SALARY - 1ST QUARTER 10-11	6,187.50
		Printed On Check	012992		Voucher Totals	6,187.50
Voucher No. 03-5079						
		Vendor	RC & D	LICKING RIVER VALLEY RC&D COUNCIL, INC.	Voucher Date	09/14/2010
03-0114	01-9100-551-	MEMBERSHIPS - CO.JUD,FIS CT		173750	2010 -2011 MEMBERSHIP DUES	200.00
		Printed On Check	012993		Voucher Totals	200.00
Voucher No. 03-5118						
		Vendor	GARYMAXWEL	GARY MAXWELL	Voucher Date	09/14/2010
03-0114	01-5205-573-	ANIMAL SHELTER TELEPHONE		610826	REIMBURSEMENT CELL PHONE	48.00
		Printed On Check	012994		Voucher Totals	48.00
						48 Vouchers Printed Totalling 42,296.82

Page No 5

Pendleton County Fiscal Court
Voucher Claims Register

Road Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5080						
		Vendor	LATONIA	LATONIA BLACKTOP SERVICE, LLC	Voucher Date	09/14/2010
03-0214	02-6105-405-	ASPHALT	984	173694	BLACKTOP MORGAN FOUR-OAKS ROAD	3,120.00
		Printed On Check	006358		Voucher Totals	3,120.00
Voucher No. 03-5081						
		Vendor	WYATTS	WYATTS SUPERVALU	Voucher Date	09/14/2010
03-0214	02-6105-447-	ROAD MATERIALS		787281	3 BAGS ICE	11.97
03-0214	02-6105-447-	ROAD MATERIALS		787283	5 BAGS OF ICE	15.15
03-0214	02-6105-447-	ROAD MATERIALS		787289	4 BAGS ICE	11.16
03-0214	02-6105-447-	ROAD MATERIALS		787300	4 BAGS ICE	11.16
03-0214	02-6105-447-	ROAD MATERIALS		121411	1 CASE PAPER TOWELS	6.99
03-0214	02-6105-447-	ROAD MATERIALS		173789	ICE	9.57
		Printed On Check	006359		Voucher Totals	66.00
Voucher No. 03-5082						
		Vendor	MARATHON	MARATHON ASHLAND PETROLEUM LLC	Voucher Date	09/14/2010
03-0214	02-6105-447-	ROAD MATERIALS	749975	787288	PETROLEUM PRODUCTS FOR ROAD MAINTENANCE	11,126.27
03-0214	02-6105-447-	ROAD MATERIALS	749976	121414	5957 GALL RS2	11,154.48
03-0214	02-6105-447-	ROAD MATERIALS	769756	121416	4914 GALLONS RS2	9,201.47
03-0214	02-6105-447-	ROAD MATERIALS	780332	121417	4998 GALLON RS2	9,358.76
03-0214	02-6105-447-	ROAD MATERIALS	790029	121418	4993 GALLON RS2	9,330.67
03-0214	02-6105-447-	ROAD MATERIALS	807364	121422	5007 GALLON RS2	9,375.61
03-0214	02-6105-447-	ROAD MATERIALS	827284	121423	4993 GALLON RS2	9,349.39
03-0214	02-6105-447-	ROAD MATERIALS	877167	121430	4874 GALLON RS2	9,126.57
		Printed On Check	006360		Voucher Totals	78,025.22
Voucher No. 03-5083						
		Vendor	ACE	FALMOUTH ACE HARDWARE	Voucher Date	09/14/2010
03-0214	02-6105-447-	ROAD MATERIALS	25466	787279	TOOL BOX	16.99
03-0214	02-6105-447-	ROAD MATERIALS	25539	787283	2 BOLTS, 1 HEX KEY SET	20.49
03-0214	02-6105-447-	ROAD MATERIALS	25546	787289	COILCHAIN, SPRINGS FOR DOOR, BOLTS, SHOVEL	59.35
03-0214	02-6105-447-	ROAD MATERIALS	25571	787280	SCRAPER, SPRAYER	23.98
03-0214	02-6105-447-	ROAD MATERIALS	255898,25595	787282	PADLOCK, PIPE, CEMENT, CLEANER, CAP, TEES	23.20
03-0214	02-6105-447-	ROAD MATERIALS	25683	121402	CONTAINER CUPS	6.49
03-0214	02-6105-447-	ROAD MATERIALS	25786,25802,25793	121415	BOLTS, BUSHINGS	10.68
03-0214	02-6105-447-	ROAD MATERIALS	25503	173788	CONE CUPS	6.49
		Printed On Check	006361		Voucher Totals	167.57
Voucher No. 03-5084						
		Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.	Voucher Date	09/14/2010
03-0214	02-6105-447-	ROAD MATERIALS	1795151	173784	OXYGEN CYLINDERS ROAD	32.20
		Printed On Check	006362		Voucher Totals	32.20

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5085		Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	632885145001	173759	OFFICE SUPPLIES ROAD DEPT	6.97
		Printed On Check 006383			Voucher Totals	6.97
Voucher No. 03-5086		Vendor WHAYNESUPP WHAYNE SUPPLY COMPANY			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	PC160020842	787297	MECHANICAL REPAIR PARTS	113.93
		Printed On Check 006384			Voucher Totals	113.93
Voucher No. 03-5087		Vendor REIS REIS CONCRETE PRODUCTS INC.			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	10058	121412	8 YRDS CONCRETE HOLTS CREEK	632.00
		Printed On Check 006385			Voucher Totals	632.00
Voucher No. 03-5088		Vendor COUNTRYSID COUNTRYSIDE TRACTOR AND SUPPLY, LLC			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	10617	121405	HYD CYLINDER	127.20
		Printed On Check 006386			Voucher Totals	127.20
Voucher No. 03-5089		Vendor FREIGHTLIN FREIGHTLINER TRUCKS			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	COO726043601	121413	3 FLASHERS, 1 CLUTCH RSD	196.77
		Printed On Check 006387			Voucher Totals	196.77
Voucher No. 03-5090		Vendor ANDER.EQU ANDERSON'S EQUIPMENT CO.			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	40111	121420	FLOW CONTROL, EYELETS, CAPS, NOZZLES	106.24
03-0214	02-6105-447-	ROAD MATERIALS	39879	121403	HITCH PIN	10.65
		Printed On Check 006388			Voucher Totals	116.89
Voucher No. 03-5091		Vendor MIDWEST MIDWEST BOTTLE GAS INC.			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	70328	121410	1 BOTTLE PROPANE	75.00
		Printed On Check 006389			Voucher Totals	75.00
Voucher No. 03-5092		Vendor BARNES BARNES HARDWARE AND LUMBER			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	622712	121406	1 CAN MARKING PAINT	5.49
		Printed On Check 006370			Voucher Totals	5.49
Voucher No. 03-5093		Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	632844	787280	4 MOLTAN	30.12
03-0214	02-6105-447-	ROAD MATERIALS	638954	787282	1 HOSE REBUILD	62.01
03-0214	02-6105-447-	ROAD MATERIALS	632986,632989	787284	2 HOSES	68.96
03-0214	02-6105-447-	ROAD MATERIALS	633589	121401	2 CAN DRY GAS	4.44
03-0214	02-6105-447-	ROAD MATERIALS	633733	121407	1 BUSHOG FITTING	4.05
		Printed On Check 006371			Voucher Totals	170.48
Voucher No. 03-5094		Vendor UK UNIVERSITY OF KENTUCKY			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS		173726	CHAINSAW TRAINING MAXEDON, VEIRS, MAXWELL	270.00
		Printed On Check 006372			Voucher Totals	270.00

Page No 2

Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5095		Vendor TRUCK & TR TRUCK AND TRAILER SUPPLY			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	KK154392	121421	SPRINGBRAKES, SLACK ADJUSTERS	464.52
		Printed On Check 006373			Voucher Totals	464.52
Voucher No. 03-5096		Vendor MOBIL.COM MOBILCOMM INC			Voucher Date 09/14/2010	
03-0214	02-6105-447-	ROAD MATERIALS	758622	173738	SEPTEMBER RADIO SERVICE CONTRACT ROAD	117.00
		Printed On Check 006374			Voucher Totals	117.00
Voucher No. 03-5097		Vendor FLEETONE FLEETONE LLC			Voucher Date 09/14/2010	
03-0214	02-6105-455-	PETROLEUM PRODUCTS	1591481	173774	AUGUST FUEL ROAD	4,468.16
		Printed On Check 006375			Voucher Totals	4,468.16
18 Vouchers Printed Totalling						65,175.50

Page No 3

Pendleton County Fiscal Court Voucher Claims Register

Jail Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5098	Vendor	BOONEJAIL	BOONE COUNTY JAIL		Voucher Date 09/14/2010	
03-0314 03-5101-314-	CONTRACT WITH OTHER COUNTIES	118711	INMATE HOUSING AUGUST 2010		17,185.00	
	Printed On Check 005140				Voucher Totals	17,185.00
Voucher No. 03-5000	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 09/14/2010	
03-0314 03-5101-309-	MISCELLANEOUS CONTRACTUAL SERVICES	173776	AUGUST JAIL TRANSPORT SALARIES		5,323.57	
	Printed On Check 005141				Voucher Totals	5,323.57
Voucher No. 03-5100	Vendor	KEN KELLS	KEN KELLS		Voucher Date 09/14/2010	
03-0314 03-5101-445-	OFFICE SUPPLIES	118709	J1 & J2 INMATE TRANSFER FROM CASEY CO JAIL MEALS		40.56	
	Printed On Check 005142				Voucher Totals	40.56
Voucher No. 03-5101	Vendor	OFFICEDEPO	OFFICE DEPOT		Voucher Date 09/14/2010	
03-0314 03-5101-445-	OFFICE SUPPLIES	530884024001	173882 JAILERS OFFICE SUPPLIES		61.32	
	Printed On Check 005143				Voucher Totals	61.32
Voucher No. 03-5102	Vendor	FLEETONE	FLEETONE LLC		Voucher Date 09/14/2010	
03-0314 03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	1591476	173776 AUGUST FUEL JAILER		854.70	
	Printed On Check 005144				Voucher Totals	854.70
Voucher No. 03-5103	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 09/14/2010	
03-0314 03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	173760	AUGUST TRANSPORT 2870 MILES @ .35 A MILE		1,004.50	
	Printed On Check 005145				Voucher Totals	1,004.50
Voucher No. 03-5104	Vendor	RADIOLOGY	RADIOLOGY ASSOCIATES OF NO KY		Voucher Date 09/14/2010	
03-0314 03-5101-548-	ROUTINE MEDICAL	402250917	118706 INMATE BRADLEY WATERS TESTS AT HOSPITAL		397.00	
	Printed On Check 005146				Voucher Totals	397.00
Voucher No. 03-5105	Vendor	CLINICAL	CLINICAL SOLUTIONS		Voucher Date 09/14/2010	
03-0314 03-5101-548-	ROUTINE MEDICAL		118712 MDS FOR INMATES AUGUST 2010		160.09	
	Printed On Check 005147				Voucher Totals	160.09
Voucher No. 03-5106	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE		Voucher Date 09/14/2010	
03-0314 03-5101-602-	MAINTENANCE & REPAIR - VEHICLES	118705	1 OIL CHANGE, 1/2 GALLON WASHER FLUID		35.75	
	Printed On Check 005148				Voucher Totals	35.75
9 Vouchers Printed Totalling						25,662.49

Page No 1

Pendleton County Fiscal Court Voucher Claims Register

L.G.E.A. Fund

From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5107	Vendor	FAMILY	FAMILY DOLLAR STORES		Voucher Date 09/14/2010	
03-0414 04-5135-411-	CUSTODIAL SUPPLIES	448044	CUSTODIAL SUPPLIES		17.75	
03-0414 04-5135-411-	CUSTODIAL SUPPLIES	448545	CUSTODIAL SUPPLIES		17.00	
	Printed On Check 001449				Voucher Totals	34.75
Voucher No. 03-5108	Vendor	OFFICEDEPO	OFFICE DEPOT		Voucher Date 09/14/2010	
03-0414 04-5135-445-	OFFICE SUPPLIES	526822924001	448543 OFFICE SUPPLIES FOR MOBILE COMMAND POST & EOC		160.16	
	Printed On Check 001450				Voucher Totals	160.16
Voucher No. 03-5109	Vendor	FLEETONE	FLEETONE LLC		Voucher Date 09/14/2010	
03-0414 04-5135-455-	EM PETROLEUM PRODUCTS	1591477	448541 GAS FOR EM JEEP		206.53	
	Printed On Check 001451				Voucher Totals	206.53
Voucher No. 03-5110	Vendor	WYATT'S	WYATT'S SUPERVALU		Voucher Date 09/14/2010	
03-0414 04-5135-574-	EOC TRAINING	448533	FOOD FOR SCHOOL EXERCISE		5.50	
03-0414 04-5135-574-	EOC TRAINING	448542	FOOD AND SUPPLIES FOR TRAINING CLASSES		61.10	
	Printed On Check 001452				Voucher Totals	66.77
Voucher No. 03-5119	Vendor	SEARCH	PENDLETON COUNTY SEARCH & RESCUE INC.		Voucher Date 09/14/2010	
03-0414 04-5135-348-	HAZMAT & WATER RESCUE PROGRAM	173806	P.C. SEARCH & RESCUE ANNUAL FUNDING		4,206.00	
	Printed On Check 001453				Voucher Totals	4,206.00
5 Vouchers Printed Totalling						4,668.23

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5111 Vendor AMBULTAX PENDLETON CO AMBULANCE TAXING DISTRICT Voucher Date 09/14/2010						
03-0914	09-5140-507-	AMBULANCE CONTRIBUTIONS		173697	COUNTY AMBULANCE SERVICE	150,000.00
		Printed On Check 001574			Voucher Totals	150,000.00
Voucher No. 03-5112 Vendor AMBULTAX PENDLETON CO AMBULANCE TAXING DISTRICT Voucher Date 09/14/2010						
03-0914	09-5140-507-	AMBULANCE CONTRIBUTIONS		173766	MEDICARE, MEDICAID DIRECT DEPOSIT 8, 1-31, 10	30,059.21
		Printed On Check 001575			Voucher Totals	30,059.21
Voucher No. 03-5113 Vendor MOORE MOORE MEDICAL CORP. Voucher Date 09/14/2010						
03-0914	09-5140-560-	MEDICAL SUPPLIES	61349396 EI	173668	MEDICAL SUPPLIES	334.35
		Printed On Check 001579			Voucher Totals	334.35
Voucher No. 03-5114 Vendor NORTON TIM NORTON AUTO SERVICE L.L.C. Voucher Date 09/14/2010						
03-0914	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	20633	173764	AMBULANCE VAN MAINTENANCE	167.00
		Printed On Check 001577			Voucher Totals	167.00
4 Vouchers Printed Totalling						180,560.56

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 09/14/2010 To: 09/14/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5115 Vendor CINCY BELL CINCINNATI BELL TELEPHONE Voucher Date 09/14/2010						
03-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	M-13906	173748	ANNUAL MAINTENANCE 911 WIRELESS PHASE II	606.00
		Printed On Check 002061			Voucher Totals	606.00
Voucher No. 03-5116 Vendor BUNNIES THERESA PEOPLES / BUNNIES "N" SUCH Voucher Date 09/14/2010						
03-7514	75-5145-481-	911 STAFF UNIFORMS	616	448546	UNIFORM SHIRT AND CAP	27.50
		Printed On Check 002062			Voucher Totals	27.50
Voucher No. 03-5117 Vendor FRENCH STA STACEY FRENCH Voucher Date 09/14/2010						
03-7514	75-5145-569-	911 STAFF TRAINING		173805	TRAINING REIMBURSEMENT FOR FOOD AND FUEL	290.48
		Printed On Check 002063			Voucher Totals	290.48
3 Vouchers Printed Totalling						923.98

Page No 1

In Re: Closing Remarks

Tim Antrobus, Road Supervisor reported to the court on various jobs going on through out the county. The Mullins Bridge repair project has been completed. Lemon Northcutt, Richland, Fishing Creek and Oscar Spradlin projects are next to be completed. There has been approximately 30 miles of chip sealing and 10 miles of blacktopping done. Tim has been talking to Carmeuse Lime regarding purchasing stones to be used for chip sealing in the future.

There is a surplus auction in Frankfort on September 28th that Tim would like to attend to purchase parts for the sickle mower.

In Re: Closed Session

At approximately 7:50 PM Judge Bertram ask for a motion to go into closed session for the purpose of discussing a personnel issue as permitted by KRS 61.810(1)(f), Squire Whaley made a motion to go into closed session, seconded by Squire Wells, motion carried.

At approximately 9:05 PM Squire Veirs made a motion to return to open session, seconded by Squire Fogle, motion carried.

County Attorney Jeff Dean made the following statement: During closed session a discussion was held regarding a personnel matter and no action was taken.

While now in open session based on the recommendation of 911 Director Mike Moore, Judge Bertram recommended that James Jones be dismissed as an employee of Pendleton County for inappropriate use of the LINK-NCIC system in the dispatch center. Squire Wells made a motion to dismiss James Jones, seconded by Squire Whaley, motion carried.

In Re: Comments by The County Attorney

Squire Veirs made a motion to pay Campbell County Detention \$50.00 for the booking fee and per day rate for a lady that was incarcerated wrongly by being arrested on a warrant that had been previously served. This should be the responsibility of the Sheriff's department however if they do not pay the fee the Fiscal Court will, motion was seconded by Squire Fogle and carried.

CAMPBELL COUNTY DETENTION CENTER
601 CENTRAL AVENUE
NEWPORT KY 41071

KRISTINA LYNN CALDWELL
8289 WEST MAIN STREET
ALEXANDRIA KY 41001

RESIDENT NAME
Caldwell Kristina Lynn
RESIDENT NUMBER 44493
STATEMENT DATE Jul 16, 2010 10:31
TOTAL AMOUNT OWED \$50.00
DUE DATE Aug 15, 2010
MINIMUM AMOUNT DUE \$50.00

Any questions?
Please Contact:
Administrative Office
(859)431-4611

Payment MUST be made by mailing money order or calling 1-888-604-7888 to use your credit card. Fees will apply. Pay location code is: 25131. Payment is expected within 30 days.

I hereby accept and acknowledge receipt of this debt owed to CAMPBELL COUNTY DET CTR.
I also acknowledge that the address reflected below is my current and correct mailing address.

Signature _____ Date _____

Account Name	2010/08/10/000
Account Number	44493
Statement Date	07/16/2010
Amount Owed	\$50.00
Due Date	08/15/2010
Minimum Amount Due	\$50.00
Payment Method	Credit Card
Payment Location	25131
Payment Amount	\$50.00
Payment Date	08/10/2010
Payment Status	PAID
Payment Reference	08/10/20101010

KRISTINA LYNN CALDWELL
8289 WEST MAIN STREET
ALEXANDRIA KY 41001

CAMPBELL COUNTY DETENTION CENTER	44493
RESIDENT NUMBER	44493
STATEMENT DATE	07/16/2010
TOTAL AMOUNT OWED	\$50.00
DUE DATE	08/15/2010
MINIMUM AMOUNT DUE	\$50.00

Amount Enclosed
Please make your payment payable to:
Campbell County Detention Center

CAMPBELL COUNTY DETENTION CENTER
601 CENTRAL AVENUE
NEWPORT KY 41071

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned, to meet again in regular session on September 28th. 2010, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk